



Leisure Tour Group - Terms and Conditions

Definitions

Arrival Date: the start date of the Hotel Services.

Booking: the confirmed booking for the Hotel Services as set out in the Booking Form signed by the Company and confirmed by us.

Booking Form: the booking form setting out the details of the Hotel Services to be provided under these Terms.

Company: the Company specified in the Booking Form who is requesting the Hotel Services.

Hotel: the hotel in which the Hotel Services are to be provided.

Hotel Services: the group bedroom bookings or other services requested by the Company and set out in a Booking Form.

Terms: these Leisure Tour Group - Terms and Conditions.

1 About us

We are EC4 Hotel Ltd (trading as Cedar Court Hotels Yorkshire), a company registered in England and Wales under company number: 08431516. our registered office is at: 6th Floor Capital Tower, 91 Waterloo Road, London SE1 8RT.

2 How to contact us

The Company can contact us by sending an email to info@cedarcourthotels.co.uk or calling us on 01274 905620.

3 These Terms

3.1 These Terms apply to any Hotel Services the Company book with us. Please read these Terms carefully before booking with us, as they set out important information about each of the parties rights and obligations. Please note that the Company's signature on the Booking Form will indicate the Company's acceptance to these Terms.

3.2 Any reference to 'we', 'us' or 'our' in these Terms is to EC4 Hotel Ltd.

3.3 We may make changes to these Terms at any time. However, the Terms which apply to the Booking will be those in force at the time the Booking Form was signed.

3.4 These Terms and the Booking Form (which may only be varied by written agreement between us) constitute the whole agreement between the Company and us. All terms and conditions appearing or referred to in the Company's booking application or otherwise stipulated by the Company shall have no effect.

4 Booking process

4.1 Once the Company has requested the Hotel Services, we will send the Company a Booking Form setting out the details of the Hotel Services being requested.

4.2 We reserve the right to request a deposit (the "Deposit") from the Company in such amount as is agreed between the Company and us. Deposits are non-refundable.

4.3 The Company must confirm the booking by returning a signed copy of the Booking Form to us and paying any required Deposit. If the signed Booking Form and any applicable Deposit is not received within 14 days of us sending the Booking Form, we reserve the right to release the date and accept an alternative booking. Once we have received the signed Booking Form and any applicable Deposit the Booking will be confirmed.

5 Payment Terms

- 5.1 Charges will be as set out in the Booking Form or as otherwise agreed in writing between the parties. All charges are in pounds sterling (£)(GBP) and include VAT at the applicable rate.
- 5.2 We reserve the right to amend the charges upon written notice to the Company in order to reflect any changes in costs beyond our reasonable control. The Company will be asked to confirm acceptance of the increased charges.
- 5.3 Payments can be made via BACS transfer or via our contactless payment system.
- 5.4 We reserve the right to pass on to the Company any additional costs as may be authorised by the Company's representative or caused by the Company (or any party on whose behalf the Company is acting) not adhering to these Terms.
- 5.5 We reserve the right to charge interest on any outstanding sums at the rate of 3% above Barclays Bank base rate from the due date until the date of payment.
- 5.6 Credit facilities must be agreed in writing by us prior to the Arrival Date.
- 5.7 We reserve the right to withhold or withdraw credit facilities at any time without further liability upon written notice to the Company if we have genuine doubts as to the financial position of the Company.
- 5.8 Unless credit facilities have agreed in accordance with clause 5.6, the Company shall make full payment of the amount due no later than 14 days before the Arrival Date.
- 5.9 Where credit facilities are agreed in accordance with clause 5.6, the Company agrees to pay any Deposit in accordance with clause 4.3 and payment of the remaining balance will be due within thirty (30) days of the date of the final invoice.

6 Cancellation Terms

- 6.1 The Booking may be cancelled in full in accordance with this Clause 6.
- 6.2 The Company may cancel the Booking by contacting us in writing (which may be by email). If the Company wish to cancel the Booking the following cancellation charges will apply:

Date of Cancellation	Cancellation Charges
More than 28 days prior to the Arrival Date	Deposit (where paid)
Less than 28 days prior to the Arrival Date	100% of the total charges

- 6.3 If the Company provides written notice 28 days or more prior to the Arrival Date, and a Deposit has been paid, the cancellation charge will be equivalent to the Deposit paid. If the Company provides written notice 28 days or more prior to the Arrival Date and no Deposit has been paid, there will be no cancellation charge.
- 6.4 If the Company provides written notice of less than 28 days prior to the Arrival Date, the cancellation charge will be 100% of the total amount payable by the Company for the Booking cancelled.
- 6.5 We reserve the right to cancel the Booking for any reason more than 28 days in advance of the Arrival Date, unless payment has already been made in full by the Company. Where payment has been made in full by the Company then we may only cancel the Booking in accordance with clauses 6.6 or 6.7.
- 6.6 We reserve the right to cancel the Booking at any time before the Arrival Date if:

- 6.6.1 the required accommodation, personnel, facilities, equipment, resources, or other things necessary for the provision of the Hotel Services is or are not available, or the Hotel or any part of it is closed or damaged due to circumstances beyond our reasonable control;
- 6.6.2 the Company becomes unable to pay its debts (in accordance with the provisions of the Insolvency Act 1986) or enters into liquidation or receivership or administrative receivership or any analogues event occurs in any jurisdiction; or
- 6.6.3 the Company is not complying with these Terms; or
- 6.6.4 the provision of accommodation to the Company may, in our reasonable opinion, result in damage to the physical structure of the Hotel or to our reputation.

6.7 Where we cancel a Booking in accordance with clause 6.6.1, we will offer the Company alternative Hotel Services of the same type and standard or better if they are available. If they are not available or we offer them to the Company and the Company decline them, we will refund to the Company in full any Deposit or other advance payment that the Company has made for the cancelled Hotel Services.

7 Bedrooms

- 7.1 The Company must confirm in writing to us no less than 28 days prior to the Arrival Date the number and type of bedrooms required. We will use reasonable endeavours (but without obligation) to allow for any increase in requirements should the Company request this.
- 7.2 The Company must provide to us a final rooming list and arrival time no later than 14 days prior to the Arrival Date.
- 7.3 If specified meal times are requested, this must be provided by the Company to us no less than 14 days prior to the Arrival Date and we will use reasonable endeavours to accommodate the meal time requested.
- 7.4 If we are unable to provide the accommodation that has been reserved we will use reasonable endeavours to provide an alternative. The alternative will be the same grade (Tourism Crown Scheme or Motoring Organisation) and as near as possible in location terms to the Hotel specified in the Booking Form.

8 Conduct of Guests

- 8.1 The Company shall be responsible for the conduct of all guests who are covered by the Booking. The Company shall be liable for any loss and/or any damage caused to any part of the Hotel including caused by its employees and temporary workers, agents, contractors, sub-contractors, as well as by the guests who are covered by the Booking. If the negligent, or other, act or omission of the Company or any of its employees and temporary workers, agents, contractors, sub-contractors, or guests who are covered by the Booking, causes any damage to the Hotel or to any of our property at the Hotel, the Company shall be liable to reimburse us for the reasonable and actual costs which we incur to make good that damage.
- 8.2 The Company must not, and must procure that the Company's guests who are covered by the Booking do not, use any bedroom or other room or part of the Hotel for any unlawful or improper purpose.
- 8.3 The Company must not, and must procure that the Company's guests who are covered by the Booking do not, bring any animal into the Hotel except for a guide dog.
- 8.4 Any child under the age of 18 may only stay at the Hotel if accompanied by an adult aged at 18.

9 Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of

terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, extremes of weather, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

10 Disabled Customers

10.1 We fully comply with all laws from time to time in force regulating the treatment of, and provision for, disabled customers. If the Company, or any of the Company's guests who are covered by the Booking, have any special requirements pertaining to a disability, the Company should inform the Hotel before the Arrival Date.

11 Our liability to the Company

11.1 Subject to the below, our liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the amount paid by the Company to us in accordance with the Booking Form.

11.2 We will not be liable to the Company under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

11.2.1 consequential, indirect or special losses; or

11.2.2 any of the following (whether direct or indirect):

(a) loss of profit;

(b) loss or corruption of data;

(c) loss or corruption of software or systems;

(d) loss or damage to equipment;

(e) loss of use;

(f) loss of opportunity;

(g) loss of savings, discount or rebate (whether actual or anticipated); or

(h) harm to reputation or loss of goodwill.

11.3 Nothing in these Terms will limit or exclude our liability for:

11.3.1 death or personal injury caused by negligence;

11.3.2 fraud or fraudulent misrepresentation;

11.3.3 any other losses which cannot be excluded or limited by law;

11.3.4 any theft of or damage to vehicles parked with our permission in our car park, or any property in that vehicle, where the theft or damage is caused by any of our employees, agents, or contractors; or

11.3.5 any loss of property at the Hotel where the loss is due to theft by any of our employees, agents, or contractors whilst that property is either placed in a safe in a bedroom and that safe is properly locked and the PIN number remains safe and secure, or that property is requested to be placed in our safe at the Hotel reception.

11.4 Except in the circumstances set out in sub-clause 11.3.5, we will not be liable for any loss or theft of any of property which is brought to or kept in a bedroom or any other part of the Hotel.

11.5 No property which is brought to the Hotel shall be deemed to be in our custody or safekeeping except in the circumstances set out in sub-clause 11.3.5. Any such liability as we may have for any damage to or destruction of any such property whilst it is at the Hotel due to any negligent or other act or omission of any of our employees, agents or contractors shall be subject to the limitations and exclusions of liability set out in sub-clauses 11.1 and 11.2.

12 Personal information

Any personal information that the Company provide to us will be dealt with in line with our Privacy Policy available here <https://www.cedarcourthotels.co.uk/privacy-policy/>, which explains what information we collect and hold, and how we collect, store, use and share such information.

13 No third party rights

No one other than us or the Company has any right to enforce these Terms.

14 Governing law and jurisdiction

These Terms and any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including non-contractual disputes or claims).

15 General Terms

- 15.1 The Company shall not transfer its rights under these Terms to anyone without our prior written consent. We may transfer our rights under these Terms to another business without the Company's consent, but we will notify the Company of the transfer and make sure that the Company's rights are not adversely affected as a result.
- 15.2 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 15.3 If the Company breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where the Company breach these Terms.
- 15.4 No variation to these Terms will be binding unless expressly agreed in writing between the Company and us.
- 15.5 These Terms constitute the entire agreement between the Company and us in relation to the Booking. The Company acknowledge that the Company has not entered into these Terms in reliance on any representation or warranty that is not expressly set out in these Terms and that the Company will have no claim for innocent or negligent misrepresentation on the basis of any statement in these Terms.